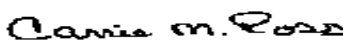


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 61	
2. CONTRACT NO. N00104-12-A-ZF32		3. AWARD/EFFECTIVE DATE 30-Sep-2013		4. ORDER NUMBER KH01		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY  DISA/DITCO-SCOTT-PL83 2300 EAST DRIVE SCOTT AFB IL 62225-5406  TEL: FAX:		CODE HC1028		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO DISA 6914 COOPER AVENUE FT. MEADE MD 20755 KEITH NAKASONE		CODE HC1047		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR  CDW GOVERNMENT LLC 230 N MILWAUKEE AVE VERNON HILLS IL 60061-1577 LYNN ELSE  TEL. (312) 705-3272		CODE 1KH72  FACILITY CODE		18a. PAYMENT WILL BE MADE BY  DFAS-CO/JAQBAC WAWF HQ0131 HTTPS://WAWF.EB.MIL/ COLUMBUS OH 43213			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>						
25. ACCOUNTING AND APPROPRIATION DATA  <b>See Schedule</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$23,969,192.00</b>	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  		31c. DATE SIGNED  30-Sep-2013	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  Carrie M. Ross / Contracting Officer  TEL: 618-229-9569 EMAIL: carrie.m.ross.civ@mail.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 61
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>			
			42b. RECEIVED AT <i>(Location)</i>			
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS		

## Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lot	\$8,096,214.00	\$8,096,214.00

Army Adobe Software and Support  
FFP

(Army) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

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NET AMT

\$8,096,214.00

ACRN AA

CIN: 104099210001

\$8,096,214.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lot	\$1,049,713.00	\$1,049,713.00

Army Creative Cloud (Full)  
FFP

(Army) Adobe JELA - - Creative Cloud Full License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$1,049,713.00

ACRN AA

CIN: 104099210002

\$1,049,713.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	\$524,857.00	\$524,857.00

Army Creative Cloud (Single)

FFP

(Army) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$524,857.00

ACRN AA

CIN: 104099210003

\$524,857.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot	\$10,699,943.00	\$10,699,943.00

Air Force Adobe Software and Support  
FFP

(Air Force) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

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NET AMT

\$10,699,943.00

ACRN AB

CIN: F1AF1S3266G0010004

\$10,699,943.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot	\$700,642.00	\$700,642.00

Air Force Creative Cloud (Full)

FFP

(Air Force) Adobe JELA - - Creative Cloud Full License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2013 - September 29, 2014

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Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$700,642.00

ACRN AB

CIN: F1AF1S3266G0010005

\$700,642.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Lot	\$350,321.00	\$350,321.00

Air Force Creative Cloud (Single)

FFP

(Air Force) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$350,321.00

ACRN AB

CIN: F1AF1S3266G0010006

\$350,321.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		1	Lot	\$2,485,019.00	\$2,485,019.00

DISA Adobe Software and Support  
FFP

(DISA) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

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NET AMT	\$2,485,019.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000701					\$0.00

Funds to Support CLIN 0007  
FFP  
DCIMZ36804  
FOB: Destination

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NET AMT	\$0.00
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ACRN AC	\$1,619,347.36
CIN: DCIMZ36804000701	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000702					\$0.00

Funds to Support CLIN 0007  
FFP  
DCIMZ36805  
FOB: Destination

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NET AMT	\$0.00
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ACRN AD	\$394,356.22
CIN: DCIMZ36805000702	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000703					\$0.00

Funds to Support CLIN 0007  
FFP  
DCIMZ36806  
FOB: Destination

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NET AMT	\$0.00
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ACRN AE	\$471,315.42
CIN: DCIMZ36806000703	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Lot	\$41,655.00	\$41,655.00

DISA Creative Cloud (Full)

FFP

(DISA) Adobe JELA - - Creative Cloud Full License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$41,655.00

ACRN AC

CIN: DCIMZ368040008

\$41,655.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Lot	\$20,828.00	\$20,828.00

DISA Creative Cloud (Single)

FFP

(DISA) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2013 - September 29, 2014

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$20,828.00

ACRN AC

CIN: DCIMZ368040009

\$20,828.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Lot	\$2,480,150.00	\$2,480,150.00

OPTION

Army Adobe Software and Support  
FFP(Army) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

NET AMT

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\$2,480,150.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		1	Lot	\$1,061,842.00	\$1,061,842.00

OPTION

Army Creative Cloud (Full)  
FFP(Army) Adobe JELA - - Creative Cloud Full License Renewal and Software  
Support in accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing  
additional licenses under the CLIN. Orders will be submitted quarterly and pricing  
will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$1,061,842.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		1	Lot	\$530,921.00	\$530,921.00

OPTION

Army Creative Cloud (Single)

FFP

(Army) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$530,921.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		1	Lot	\$2,797,042.00	\$2,797,042.00

OPTION

Air Force Adobe Software and Support  
FFP(Air Force) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

NET AMT

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\$2,797,042.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		1	Lot	\$708,738.00	\$708,738.00

OPTION

Air Force Creative Cloud (Full)

FFP

(Air Force) Adobe JELA - - Creative Cloud Full License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

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NET AMT

\$708,738.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		1	Lot	\$354,369.00	\$354,369.00

OPTION

Air Force Creative Cloud (Single)  
FFP

(Air Force) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$354,369.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		1	Lot	\$290,038.00	\$290,038.00
OPTION	DISA Adobe Software and Support				

FFP

(DISA) Adobe JELA - Unlimited License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013.

If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

FOB: Destination

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NET AMT

\$290,038.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008		1	Lot	\$42,137.00	\$42,137.00

OPTION

DISA Creative Cloud (Full)  
FFP

(DISA) Adobe JELA - - Creative Cloud Full License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$42,137.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009		1	Lot	\$21,068.00	\$21,068.00

OPTION

DISA Creative Cloud (Single)  
FFP

(DISA) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2014 - September 29, 2015

The contractor shall submit the invoice and must be received by October 4th 2013.

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Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$21,068.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Lot	\$2,480,150.00	\$2,480,150.00

OPTION

Army Adobe Software and Support  
FFP(Army) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

NET AMT

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\$2,480,150.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		1	Lot	\$1,061,842.00	\$1,061,842.00

OPTION

Army Creative Cloud (Full)  
FFP(Army) Adobe JELA - - Creative Cloud Full License Renewal and Software  
Support in accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing  
additional licenses under the CLIN. Orders will be submitted quarterly and pricing  
will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$1,061,842.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		1	Lot	\$530,921.00	\$530,921.00

OPTION

Army Creative Cloud (Single)  
FFP

(Army) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$530,921.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		1	Lot	\$2,797,042.00	\$2,797,042.00

OPTION

Air Force Adobe Software and Support  
FFP(Air Force) Adobe JELA - Unlimited License Renewal and Software Support in  
accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Period of performance: September 30, 2015 - September 29, 2016

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submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

FOB: Destination

NET AMT

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\$2,797,042.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		1	Lot	\$708,738.00	\$708,738.00

OPTION

Air Force Creative Cloud (Full)  
FFP

(Air Force) Adobe JELA - - Creative Cloud Full License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2015 - September 29, 2016

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FOB: Destination

NET AMT

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\$708,738.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		1	Lot	\$354,369.00	\$354,369.00

OPTION

Air Force Creative Cloud (Single)  
FFP

(Air Force) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013. If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$354,369.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		1	Lot	\$290,038.00	\$290,038.00
OPTION	DISA Adobe Software and Support				

FFP

(DISA) Adobe JELA - Unlimited License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013.

If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

FOB: Destination

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NET AMT

\$290,038.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008		1	Lot	\$42,137.00	\$42,137.00

OPTION

DISA Creative Cloud (Full)  
FFP(DISA) Adobe JELA - - Creative Cloud Full License Renewal and Software  
Support in accordance with Product List (Attachment 1) and Terms and Conditions  
(Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall  
submit the invoice the following month between the period of November 01, 2013  
through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing  
additional licenses under the CLIN. Orders will be submitted quarterly and pricing  
will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

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\$42,137.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009		1	Lot	\$21,068.00	\$21,068.00

OPTION

DISA Creative Cloud (Single)  
FFP

(DISA) Adobe JELA - - Creative Cloud Single License Renewal and Software Support in accordance with Product List (Attachment 1) and Terms and Conditions (Attachment 2).

Products/Pricing in accordance with GSA Schedule: GS-35F-0119Y

Period of performance: September 30, 2015 - September 29, 2016

The contractor shall submit the invoice and must be received by October 4th 2013.  
If the contractor is unable to submit by October 04, 2013, the contractor shall submit the invoice the following month between the period of November 01, 2013 through November 04, 2013.

Enrollees may increase quantities of Creative Cloud licenses by purchasing additional licenses under the CLIN. Orders will be submitted quarterly and pricing will be prorated quarterly based on the baseline annual cost.

FOB: Destination

NET AMT

\$21,068.00

This is issued under and pursuant to the provisions of (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this , remain in full force and effect.

PRODUCT LIST - ATTACHMENT 1BASE YEARCLIN 0001

Description	Army
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited
- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	
Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS LiveCycle Forms Professional	

- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 0002**

Army Adobe Creative Cloud (Full) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	2,520
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**CLIN 0003**

Army Adobe Creative Cloud (Single) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	2,520
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*\*\*N00104-12-A-ZF34/BA01 was awarded on September 25, 2012 to Emergent, LLC with a 1-year base period and two 1-year option periods. This is an Army-wide ELA for Adobe Professional that included 800,000 licenses. Option Year 1 was exercised on August 5, 2013 for a PoP of September 21, 2013 through September 20, 2014. The Army contract above does not include Adobe Experience Manager PDF Creation – Enterprise, Adobe Experience Manager Document Services – Enterprise, and Adobe Creative Cloud/Suite which are currently required. As such this JELA will purchase additional Adobe Professional licenses not currently owned by the Army as well as the above listed licenses.*

**CLIN 0004**

Description		Air Force Quantity
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise		Unlimited
- Acrobat Professional		
- AEM DS LiveCycle PDF Generator		
Adobe Experience Manager Document Services (AEM DS) - Enterprise		Unlimited
- AEM DS LiveCycle Reader Extensions		
- AEM DS Livecycle Forms Professional		
- AEM DS Adobe Forms Portal		
-AEM DS LiveCycle Designer		

AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 0005**

Air Force Adobe Creative Cloud (Full) 1,682

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 0006**

Air Force Adobe Creative Cloud (Single) 1,682

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**\*\*W9133L-11-F-2078, GS-35F-0131R, awarded September 20, 2011 to Carahsoft Technology Corporation, with a 1-year base period and two 1-year option periods. This was an Air Force National Guard-wide ELA for Adobe Professional that included 75,000 licenses. Option Year 1 was exercised for a PoP from September 20, 2012 through September 19, 2013.**

**\*\*FA8771-12-F-2009, GS-35F-0119Y, awarded May 31, 2012 to Dell Marketing LP, with a 1-year base period and two 1-year option periods. This was an Air Force-wide ELA for Adobe Professional that included 600,000 licenses. Option Year 1 was exercised for a PoP from June 1, 2013 through May 31, 2014.**

*The Air Force contracts above do not include Adobe Experience Manager PDF Creation – Enterprise, Adobe Experience Manager Document Services – Enterprise, and Adobe Creative Cloud/Suite which are currently required. As such this JELA will purchase additional Adobe Professional licenses not currently owned by the Air Force as well as the above listed licenses.*

**CLIN 0007**

Description	DISA Quantity
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited

- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	

Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS Livecycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

Adobe Creative Cloud (Full) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	100
Adobe Creative Cloud (Single) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	100

**CLIN 0008**

DISA Adobe Creative Cloud (Full) 100

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 0009**

DISA Adobe Creative Cloud (Single) 100

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

DISA has seven Adobe contracts with differing costs and varying PoPs:

HC1047-12-F-4610 CDW-Government September 15, 2013

HC1047-13-F-0068 Advanced Computer Concepts Inc. January 21, 2014

N00104-09-ZF31 KH19 Carahsoft Technology Corporation September 30, 2014

4 Copies of ADOBE ACROBAT PRO 10.0 - License #65084278AC02A12; PoP Ends 4/30/14.

25 Copies of ACROBAT PRO CLPG 5.X, MLP Level 2, Part #65084060AC02A12,

Agreement # 4400301475 Certificate Number 8965079; PoP ends 7/25/14

6 Copies of ADOBE ACROBAT PROFESSIONAL, 10.1.0, 2R1-321A-A-10-12M-C52 -  
Renewal in process. PoP ends 9/30/13.

DISA's contracts total over 100,000 licenses. DISA contracts above do not include Adobe Experience Manager PDF Creation –Enterprise, Adobe Experience Manager Document Services – Enterprise, and Adobe Creative Cloud/Suite which are currently required. As such this JELA will purchase additional Adobe Professional licenses not currently owned by DISA as well as the above listed licenses.

**OPTION YEAR 1**

**CLIN 1001**

Description	Army
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited
- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	
Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS LiveCycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 1002**

Army Adobe Creative Cloud (Full) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	2,520
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**CLIN 1003**

Army Adobe Creative Cloud (Single) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	2,520
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**CLIN 1004**

Description	Air Force Quantity
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited
- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	
Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS Lifecycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 1005**

Air Force Adobe Creative Cloud (Full) 1,682

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 1006**

Air Force Adobe Creative Cloud (Single) 1,682

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 1007**

CEM-1007

Description		DISA Quantity
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise		Unlimited
- Acrobat Professional		
- AEM DS LiveCycle PDF Generator		
Adobe Experience Manager Document Services (AEM DS) -		Unlimited

Enterprise	
- AEM DS LiveCycle Reader Extensions	
- AEM DS Livecycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 1008**

DISA Adobe Creative Cloud (Full) 100

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 1009**

DISA Adobe Creative Cloud (Single) 100

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**OPTION YEAR 2****CLIN 2001**

Description	Army
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited
- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	
Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS Livecycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	

AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 2002**

Army Adobe Creative Cloud (Full) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	2,520
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**CLIN 2003**

Army Adobe Creative Cloud (Single) **Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.	2,520
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**CLIN 2004**

Description	Air Force Quantity
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited
- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	
Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS Livecycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 2005**

Air Force Adobe Creative Cloud (Full) 1,682

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 2006**

Air Force Adobe Creative Cloud (Single) 1,682

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 2007**

Description	DISA Quantity
Adobe Acrobat Professional & Adobe Experience Manager Document Services (AEM DS) PDF Creation - Enterprise	Unlimited
- Acrobat Professional	
- AEM DS LiveCycle PDF Generator	

Adobe Experience Manager Document Services (AEM DS) - Enterprise	Unlimited
- AEM DS LiveCycle Reader Extensions	
- AEM DS LiveCycle Forms Professional	
- AEM DS Adobe Forms Portal	
-AEM DS LiveCycle Designer	
AEM DS LiveCycle Data Services	
AEM DS LiveCycle Output	
AEM DS LiveCycle Foundation	
AEM DS LiveCycle Workbench	
AEM DS Live Cycle Process Management (Forms/document Workflow)	
- Adobe DS LiveCycle ECM Connectors (Sharepoint, FileNet, Documentum)	

**CLIN 2008**

DISA Adobe Creative Cloud (Full) 100

\*\*Creative Cloud shall be priced in accordance with the contractor's GSA Schedule.

**CLIN 2009**

DISA Adobe Creative Cloud (Single) 100

\*\*Creative Cloud shall be priced in accordance with

the contractor's GSA Schedule.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
000701	N/A	N/A	N/A	Government
000702	N/A	N/A	N/A	Government
000703	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government
0009	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
1008	N/A	N/A	N/A	Government
1009	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
2008	N/A	N/A	N/A	Government
2009	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 30-SEP-2013 TO 29-SEP-2014	N/A	DISA 6914 COOPER AVENUE FT. MEADE MD 20755 KEITH NAKASONE 301-225-4052 FOB: Destination	HC1047
0002	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0003	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0004	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0005	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0006	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
0007	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
000701	N/A	N/A	N/A	N/A
000702	N/A	N/A	N/A	N/A
000703	N/A	N/A	N/A	N/A
0008	POP 30-SEP-2013 TO 29-SEP-2014	N/A	DISA 6914 COOPER AVENUE FT. MEADE MD 20755 KEITH NAKASONE 301-225-4052 FOB: Destination	HC1047
0009	POP 30-SEP-2013 TO 29-SEP-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1001	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1002	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1003	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1004	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047

1005	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1006	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1007	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1008	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
1009	POP 30-SEP-2014 TO 29-SEP-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2001	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2002	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2003	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2004	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2005	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2006	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2007	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2008	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047
2009	POP 30-SEP-2015 TO 29-SEP-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HC1047

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 10409921 01

AMOUNT: \$9,670,784.00

CIN 104099210001: \$8,096,214.00

CIN 104099210002: \$1,049,713.00

CIN 104099210003: \$524,857.00

AB: 97X4930.5F20 000 C1013 0 068142 2F 257020 F1AF1S3266G001 01  
 AMOUNT: \$11,750,906.00  
 CIN F1AF1S3266G0010004: \$10,699,943.00  
 CIN F1AF1S3266G0010005: \$700,642.00  
 CIN F1AF1S3266G0010006: \$350,321.00

AC: 97X4930.5F20 000 C1013 0 068142 2F 257020 DCIMZ36804 01  
 AMOUNT: \$1,681,830.36  
 CIN DCIMZ36804000701: \$1,619,347.36  
 CIN DCIMZ368040008: \$41,655.00  
 CIN DCIMZ368040009: \$20,828.00

AD: 97X4930.5F20 000 C1013 0 068142 2F 257020 DCIMZ36805 01  
 AMOUNT: \$394,356.22  
 CIN DCIMZ36805000702: \$394,356.22

AE: 97X4930.5F20 000 C1013 0 068142 2F 257020 DCIMZ36806 01  
 AMOUNT: \$471,315.42  
 CIN DCIMZ36806000703: \$471,315.42

#### CLAUSES INCORPORATED BY REFERENCE

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-3	Patent Indemnity	APR 1984
52.233-3	Protest After Award	AUG 1996
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

#### CLAUSES INCORPORATED BY FULL TEXT

#### **52.204-9000 Points of Contact**

As prescribed in 4.103(S-90), insert the following clause:

#### **POINTS OF CONTACT (AUG 2005)**

##### **Contracting Officer (KO)**

Name: Carrie Ross

Organization/Office Symbol: DISA/DITCO/PL8321

Phone No.: 618-229-9569

E-Mail Address: Carrie.M.Ross.civ@mail.mil

##### **Contract Specialist**

Name: Kimberly Hampel

Organization/Office Symbol: DISA/DITCO/PL8321

Phone No.: 618-229-9392

E-Mail Address: Kimberly.M.Hampel.civ@mail.mil

##### **COR/Mission Partner Point of Contact**

Name: Keith Nakasone

Organization/Office Symbol: DISA Procurement Directorate  
Phone No.: 301-225-4052  
E-Mail Address: [keith.k.nakasone.civ@mail.mil](mailto:keith.k.nakasone.civ@mail.mil)

**Contractor Point of Contact**

Contractor Legal Business Name: CDW-Government  
DUNS: 026157235  
CAGE CODE: 1KH72  
Contractor POC: Lynn Else  
E-Mail Address: [lelse@cwdg.com](mailto:lelse@cwdg.com)  
Phone Number: (312) 705-3272

(End of clause)

**52.204-9001 Contract/Order Closeout—Fixed-Price, Time-and-Materials, or Labor-Hours (Jan 2007)**

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

**52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)**

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

**52.216-9201      PRICE GUARANTEE  
(H514 Previously)**

**(JUN 1996)**

a. The prices contained in this contract shall apply from date of contract award through a period ending 36 months from the date of contract award. This clause shall apply up to an additional 6 months if the contract is extended in accordance with FAR Clause 52.217-8.

b. Delivery order pricing is set forth in CLIN's. In the event that an underlying GSA FSS contract is renewed prior to the completion of the delivery order, the pricing under the delivery order is subject to downward adjustment as follows. If the price in the CLIN's are based upon a price that is lower, at the time of GSA Schedule renewal, than at time of award of the order, then the GSS FSS holder shall adjust the order pricing downward accordingly. In no event shall the delivery order pricing be based upon pricing that is higher than the pricing on the underlying GSA FSS contract.

c. This contract is contingent upon the Contractor maintaining or renewing all GSA Schedules. When the contractor enters into a new GSA Schedule, the contractor must notify the Government, before expiration of the current GSA Schedule, so the Contract can be modified to add the new GSA Schedule number.

**52.217-8    OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior contract expiration.

(End of clause)

**52.217-9    OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor prior to expiration of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Invoice and Receiving Report Documents (Combo)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

FOB Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HC1028
Admin DoDAAC	HC1028
Inspect By DoDAAC	HC1047
Ship To Code	See CLIN Schedule
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	HC1047
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Keith Nakasone

[keith.k.nakasone.civ@mail.mil](mailto:keith.k.nakasone.civ@mail.mil)

301-225-4052

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

TERMS & CONDITIONS -ATTACH. 2**JOINT ENTERPRISE LICENSE AGREEMENT**

**THIS JOINT ENTERPRISE LICENSE AGREEMENT (JELA)** is entered as of the Effective Date designated below, by and between CDW-Government and Eligible Organization as defined below.

Eligible Organization shall be placing an order with CDW-Government for licenses to Adobe software products (Products) and associated Adobe Maintenance and Support (Support) for delivery on or before September 30, 2013 solely on behalf and for the use of Eligible Organization (the Transaction).

The JELA Effective Date is the date of Contract Award and/or executed Contract Modification.

All Adobe Products and Support listed in this JELA are provided under the terms and conditions set forth in this JELA, the Department of Defense (DoD) Enterprise Software Initiative (ESI) Blanket Purchase Agreement (BPA), and the Adobe Enterprise Licensing Terms (Licensing Terms), which consist of General Terms. On-Premise Exhibit and the applicable Product Description and Metrics (PDM), the current versions are available at [www.adobe.com/legal/terms/enterprise-licensing.html](http://www.adobe.com/legal/terms/enterprise-licensing.html) (collectively, the "Agreement"). If there is any inconsistency between the following parts of this Agreement, then the part listed earlier will prevail to the extent of the inconsistency: (i) this JELA; (ii) the applicable PDM(s); and (iii) the General Terms of the DoD ESI BPA.

Notwithstanding anything to the contrary, the following Enterprise Licensing Terms shall apply with respect to this JELA:

**1. Period of Performance**

The base period of performance is one (1) year, with two (2) additional one (1) year options. Coverage under this agreement is determined by enrollment of an organization. Enrollment is initiated when an eligible organization is incorporated into the order under this agreement and provides software license requirements. Additional enrollments may be considered under this order subject to negotiations. Mid-term enrollments (less than the full period of performance) will be prorated based on the duration of support provided. The Reseller will give credit for the unexpired portions of existing contracts to prevent duplicative payment of support costs. In the event an enrolled organization has existing contracts in force, the Reseller will work with the respective organization to provide a mutually agreed upon credit value of the unexpired period of performance on those contracts which can be applied during the opt-in period of performance or subsequent period of performance as mutually agreed upon by both parties. During the period of performance, the terms of this JELA will govern the order by Eligible Organization of the Products and Support set out in this JELA.

## **2. Definitions**

**Enrollee:**

Any Eligible Organization defined below that executes a CLIN(s) during the JELA period of performance.

**Named User:**

A license assigned to a specifically named individual

**Enterprise:**

The sum total of all DoD organizations and assets.

**Eligible Organizations:**

DoD Organizations as defined below.

**Army:**

Includes but not limited to: Army Headquarters, Army Commands, Army Service Component Commands, Direct Reporting Units, Army National Guard, Army Reserve, Field Operating Agencies, and Organizations where the Army has Executive Agent responsibility as defined by DoD Directive (DoDD) 5100.03. Usage by the Executive Agents is limited to the responsibility outlined in DoDD 5100.03...“provide or arrange for the administrative and logistical support of the headquarters of the Combatant Commands ... and the subordinate unified commands.”

Included in these categories are military, civilian and contractor personnel.

**Air Force:**

Includes but not limited to: Air Force Headquarters, Major Commands, Numbered Air Force Wings, Groups, Squadrons, Flights, Units, Direct Report Units, Field Operating Agencies, Air National Guard, Air Force Reserve Command, ACOMs, PEOs, and Organizations where the Air Force has Executive Agent responsibility as defined by DoDD 5100.03. Usage by the Executive Agents is limited to the responsibility outlined in DoDD 5100.03...“provide or arrange for the administrative and logistical support of the headquarters of the Combatant Commands, the [U.S. Element, North American Aerospace Defense Command] USELEMNORAD, and the subordinate unified commands.” Included in these categories are military, civilian and contractor personnel.

**Defense Information Systems Agency (DISA):**

Includes but not limited to: all civilian employees, active and reserve military personnel and defense contractors employed by DISA or contracted to directly support DISA.

\*The following eligible organizations may be utilizing the Adobe JELA throughout the life of the contract, but will not be included on the original delivery order award. Once it has been determined that these organizations have a need for the Adobe products on the delivery order, a supplemental justification and approval, negotiation, and contract modification would occur.

**Department of the Navy (DON):**

Includes but not limited to: Office of the Secretary of the Navy; Office of the Chief of Naval Operations; Headquarters, Marine Corps; the entire operating forces, including naval aviation, of the Navy and of the Marine Corps, and the reserve components of those operating forces; all field activities, headquarters, forces, bases, installations, activities and functions under the control of supervision of the Secretary of the Navy; the Coast Guard when it is operating as a service in the Navy;" and Organizations where the Navy or Marine Corps has Executive Agent responsibility as defined by DoDD 5100.03. Usage by the Executive Agents is limited to the responsibility outlined in DoDD 5100.03... "provide or arrange for the administrative and logistical support of the headquarters of the Combatant Commands, ... and the subordinate unified commands."

Included in these categories are military, civilian and contractor personnel.

**Department of Defense (DoD):**

For the purposes of this Agreement the DoD is defined as active, guard and reserve military personnel, all civilian employees and defense contractors employed by or contracted to directly support; Office of the Secretary of Defense, Office of the Inspector General of the DoD, The Joint Staff, the Defense Agencies and DoD Field Activities as follows:

**Defense Agencies:**

- Defense Advanced Research Projects Agency
- Defense Commissary Agency
- Defense Contract Audit Agency
- Defense Contract Management Agency
- Defense Finance and Accounting Service
- Defense Information Systems Agency
- Defense Legal Services Agency
- Defense Logistics Agency
- Defense Security Cooperation Agency
- Defense Security Service
- Defense Threat Reduction Agency
- Missile Defense Agency
- Pentagon Force Protection Agency

**Defense Field Activities:**

- Defense Media Activity
- Defense POW/Missing Personnel Office
- Defense Technical Information Center
- Defense Technology Security Administration
- DoD Education Activity
- DoD Human Resources Activity
- DoD Test Resource Management Center
- Office of Economic Adjustment
- TRICARE Management Activity
- Washington Headquarters Services

### 3. Products and Support Ordered

The Products and Support ordered, applicable Quantities are as follows:

Description	Quantity
<b>Adobe Acrobat Professional &amp; Adobe Experience Manager Document Services (AEM DS) PDF Creation – Enterprise</b>	
– Acrobat Professional	Unlimited
– AEM DS LiveCycle PDF Generator	Unlimited

Description	Quantity
<b>Adobe Experience Manager Document Services (AEM DS) – Enterprise</b>	
– AEM DS LiveCycle Reader Extensions	Unlimited
– AEM DS LiveCycle Forms Professional	Unlimited
– AEM DS LiveCycle Forms Portal	Unlimited
– AEM DS LiveCycle Designer	Unlimited
– AEM DS LiveCycle Data Services	Unlimited
– AEM DS LiveCycle Output	Unlimited
– AEM DS LiveCycle Foundation	Unlimited
– AEM DS LiveCycle Workbench	Unlimited
– AEM DS LiveCycle Digital Signatures	Unlimited
– AEM DS LiveCycle Adobe Process Management	Unlimited
– AEM DS ECM Connectors (SharePoint, FileNet & Documentum)	Unlimited

Description	Quantity
<b>Adobe Creative Cloud (Full)</b>	Established on contract
– Photoshop CC *	
– Illustrator CC *	
– InDesign CC *	
– Dreamweaver CC *	
– Edge Animate CC *	
– Edge Inspect CC*	
– Flash Professional CC *	
– Muse CC *	
– Premiere Pro CC *	

<ul style="list-style-type: none"> <li>– After Effects CC *</li> <li>– Audition CC *</li> <li>– InCopy CC *</li> <li>– Prelude CC *</li> <li>– SpeedGrade CC *</li> <li>– Bridge CC</li> <li>– Edge Code CC</li> <li>– Edge Reflow CC</li> <li>– Media Encoder CC</li> <li>– Edge Web Fonts</li> <li>– Encore</li> <li>– Fireworks</li> <li>– Flash Builder Premium</li> <li>– PhoneGap Build</li> <li>– Photoshop Lightroom</li> </ul>	
<b>Adobe Creative Cloud (Single)</b> (Products with asterisk are available as single products)	Established on contract

As additional products are added to either the Creative Cloud full or single products offerings they will be added to the above list and immediately available to current Named Users at no additional cost, and to new Named Users at the originally established price for each offering with no increase to price per user.

#### 4. Product Verification

Subject to commercial availability, all products provided under this agreement shall be configurable in a manner that will allow the product to be installed and remain fully functional and executable without the need to connect to the Internet, remote call to any Adobe site, or require notification of status. Adobe will provide technical support to ensure configuration can meet this requirement. Exceptions include products that are currently not available in an offline format: Muse, Edge Inspect CC, Edge Code and Edge Reflow. When these products become available in an offline version, they will comply with the product verification requirements above. Additionally Edge Fonts and PhoneGap Build are service offerings with usage requiring Internet access and will not be offered in a form that complies with the requirement to work absent an Internet connection.

#### 5. Product Configuration

All products provided under this agreement shall be configurable in a manner that will comply with standard user configurations on Government networks, for example, not requiring administrative rights, or rights to “root” in order to execute the programs provided under this JELA.

## **6. Media**

In addition to providing download capability for the Adobe products, Adobe will make available copies of each version of media to each of the Agency Point of Contact (POC) and allow for each agency to duplicate and distribute the media as required to address installation in bandwidth constrained environments. Such distribution of media will follow the order tracking process.

## **7. Subscription License De-Install**

At the conclusion of the Subscription License Term, the Enrollee will have the option to de-install Subscription Product licenses and/or reinstall the version of the perpetual licenses previously owned or entitled to via any method or technology. The Enrollee is not required to physically de-install the Product licenses from their IT Platforms if they are migrating to a new Adobe JELA.

If the Enrollee has determined that they will not renew or award a follow on JELA, at the end of the Period of Performance, the JELA Terms and Conditions will no longer apply and will automatically expire, and all Subscription Term Software licensed under this JELA must be deleted from Enrollee's computers and systems per the gradual reduction criteria below, and Enrollee must provide Adobe/Reseller with a letter certifying such deletion. For clarity, Enrollee is not required to remove any perpetual licenses that it has purchased under other agreements and/or previously owned.

## **8. DoD Data**

- a. DoD will provide all data pertaining to software asset management for use in the JELA. The data shall only be used in connection with the Products and Services provided under the terms of this JELA.
- b. DoD Data is owned by DoD at all times, regardless of location at any point in time. Adobe makes no claim to any right of ownership in DoD data.

## **9. Transferability of JELA Product Licenses**

- a. Eligible Organizations shall have the right, without the prior written or other consent of Adobe or its Authorized Resellers, to assign, reassign, or transfer software licenses or Enrollees' rights in the Products to other Enrollees at any time during the term.
- b. Eligible Organizations are authorized to sublicense, assign or transfer the license rights between "Named Users". In the event an Eligible Organization is reorganized or restructured such that its responsibilities and operations are transferred to another Eligible

Organization, the organization shall have the right to assign or transfer the subscription licenses to the successor. The successor agency agrees to be bound to JELA. Eligible Organizations shall complete any required Adobe documentation required to facilitate the transfer of license and continuation of support for the transferee.

## **10. Publicity/Advertisement**

Adobe and the authorized Reseller must obtain DITCO approval prior to mentioning the DoD or a Eligible Organization in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark, logo, symbols or other insignia denoting DoD or a Eligible Organization. DITCO agrees to develop a Joint Communications Plan between Enrollees, the Reseller and Adobe within 60 days of contract award.

## **11. Sales Leakage**

The goals of the ESI Program can only be realized through cooperation between DoD and the Reseller to direct appropriate sales through the ESI vehicles. The Reseller shall ensure that all sales personnel are aware of the ESI Program and enforce the policy that this Blanket Purchase Agreement (BPA) delivery order is the mandatory procurement vehicle for all Enrollee purchases of products within the JELA. The Reseller shall also establish a process to quarterly audit sales to DoD buyers and DoD contractors, determine where sales outside this vehicle are occurring, and take appropriate action to direct further sales through this vehicle. Appropriate action is defined as halting the sale if it has not occurred and refunding costs of the sale if a sale has occurred. Results of these audits will be presented as an agenda item during program reviews. Adobe/Reseller will address potential sales leakage in the Joint Communication Plan.

## **12. Temporary Use of Software During Times of Conflict**

During Temporary Expeditionary Deployments (TED), the Enrollee, during the term of this Agreement may temporarily deploy and install, or use on, or access from qualified desktops or servers, Adobe Software Products previously licensed pursuant to this Agreement on an unlimited number of qualified desktops or servers being used as part of the TEDs (Temporary Use). For purposes of this subsection, the term "Temporary Expeditionary Deployments" or "TEDs" shall refer to any number of software licensed products made available under this Agreement where the Enrollee has already purchased licenses and has installed copies of the Software, which may be used at no additional cost to the Enrollee. The coverage will extend to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), deployment locations in support of war games, exercises, real world contingencies, and emergency situations similar to the terrorist attacks on 9/11/2001 where temporary duty stations were needed due to the destruction of government offices. Enrollee will make a record of the count of each category of license used while deployed and the period of use. After the TED and upon request, the count and duration information, but not the deployed location information, will be provided to the contractor for auditing purposes. Such Temporary Use of the Software is limited to a period

equal to the length of the TED or twelve (12) calendar months, whichever is shorter (Temporary Use Period), unless a different time period is agreed to in writing by the contractor. At the end of the twelve (12) month period or as mutually agreed to, the Customer will provide a written certification that the licenses have either been destroyed or payment has been made under this Agreement. Enrollee agrees to use the products in accordance with the terms contained in this Agreement. If the Enrollee requires use of the Software beyond the Temporary Use Period and Adobe has not approved such extended use, the Enrollee shall purchase the products in accordance with the pricing terms of this JELA.

### **13. Distribution of Licenses**

As part of this Agreement the reseller will maintain and make available the most recently approved (by each Enrollee) version of the creative suite product as well as the prior two (2) versions of the software for download. Each Enrollee will be responsible with providing the reseller a list of authorized agents who are allowed to download and distribute copies of the software. The distribution of licenses and media is not to be construed as a manner for accounting for usage, nor part of any audit of usage.

### **14. Audit of Use**

- a. General. Notwithstanding Adobe's audit provisions to the contrary, Enrollees may perform an internal audit of Software use and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses, users or subscription parameters in use.
- b. Audit Procedure for Creative Cloud only.
  - i. Upon Adobe/Reseller's prior written request, Enrollees may provide audit reports to Adobe/Reseller from Enrollee's internal audit records as the sole means of satisfying Adobe/Reseller's requests for audit.
  - ii. Audit requests are limited to no more than one per Period of Performance.
  - iii. Adobe must provide a minimum of 30 days written notice when requesting Enrollees to provide the results of an internal audit.
  - iv. Enrollees shall use DoD tools, records, repositories or interviews at Enrollees' reasonable discretion to perform its internal audit. Each Enrollee's POC will meet with Adobe/Reseller and provide information about the approach and strategy utilized to conduct the audit and explain the business process and assumptions used to determine total user count.
  - v. Audit results will be reported in a form agreed to between Adobe/Reseller and Enrollees for providing compliance information.

- vi. Audit results will be certified in writing by an appropriate Enrollee's POC designated by the Enrollee for such purposes.
- vii. At the Enrollee's option, audit results indicating Enrollee use is above license parameters will result in: one of the following actions by DoD at DoD's option:
  - 1. Enrollee shall reduce software use to license parameters within 30 days of reporting audit results; or
  - 2. Enrollee shall acquire additional licenses within 30 days of reporting audit results.

## **15. Product Warranties**

- a. Adobe/Reseller warrants that the Products will function substantially as described in the Documentation.
- b. If the Products do not function substantially in accordance with the Documentation, Adobe/Reseller must, upon agreement with Enrollees, either (i) modify the Products to conform to the Documentation; or (ii) provide a workaround solution that will reasonably meet Enrollees' requirements. If neither of these options is commercially feasible, either party may terminate the relevant Order Form under this JELA, in which case Adobe/Reseller shall refund to Enrollees all fees pre-paid to Adobe/Reseller under the relevant Order Form for the unused License term.
- c. If the normal operation, possession or use of the Products by Enrollees is found to infringe any third party U.S. intellectual property right or Adobe/Reseller believes this is likely, Adobe must, at its option, either (i) obtain a license from such third party for the benefit of Eligible Organizations; (ii) modify the Products so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case Adobe/Reseller shall refund to Enrollees all fees pre-paid to Adobe/Reseller under the relevant Order Form for the unused License Term for the Products.
- d. This is the sole remedy for breach of warranty.

## **16. Patent, Copyright, Trademark, and Trade Secret Protection**

- a. Adobe/Reseller shall, at its expense, defend, indemnify and hold the DoD harmless from any suit or proceeding which may be brought by a third party against the DoD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade

secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Adobe/Resller. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Adobe/Resller's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the government for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The government agrees to give Adobe/Resller prompt notice of any such claim of which it learns. The government has the sole authority to represent itself in actions brought against the government. The government may, however, in its sole discretion, and in accordance with US law, practice and procedure, delegate to Adobe/Resller its right of defense of a Claim and the authority to control any potential settlements thereof. Adobe/Resller shall not without the government's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the government has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the government to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the government to make a payment which Adobe/Resller is not obligated by this Agreement to pay on behalf of the government. If the government delegates such rights to the Adobe/Resller, the government will cooperate with all reasonable requests of Adobe made in the defense and or settlement of a Claim. In all events, the government shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Adobe/Resller's authority to control the defense and settlement of a Claim. It is expressly agreed by the Adobe/Resller that, in the event it requests that the government to provide support to the Adobe/Resller in defending any such Claim, Adobe/Resller shall reimburse the government for all reasonably necessary expenses (including attorneys' fees, if such are made necessary by the Adobe/Resller's request) incurred by the government for such support. If government does not delegate to Adobe/Resller the authority to control the defense and settlement of a Claim, Adobe/Resller's obligation under this section ceases. If government does not delegate the right of defense to Adobe/Resller, upon written request from the government, Adobe/Resller will, in its sole reasonable discretion, cooperate with government in its defense of the suit, provided however, that Enrollee (i) shall not impair Adobe/Resller's own rights, defenses, or claims against the claimant, (ii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe/Resller; and (iii) shall in good faith reasonably cooperate and consult with Adobe/Resller during the course of settlement negotiations and prosecution of the claim and shall afford Adobe/Resller free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe/Resller request.

- b. If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to Adobe/Resller, Adobe/Resller shall pay all damages and costs finally awarded therein against the government or agreed to by Adobe/Resller in any settlement. If information and assistance are furnished by the government at Adobe/Resller's written request, it shall be at the Adobe/Resller's expense, but the responsibility for such expense shall be only that within Adobe/Resller's written authorization.
- c. If, in Adobe/Resller's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Adobe/Resller's obligation to satisfy any final award, Adobe/Resller may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Adobe/Resller's option and expense, obtain the rights for the government to continue the use of such licensed products.
- d. If any of the licensed products provided by Adobe/Resller are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, Adobe/Resller shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- e. If use of the licensed products is enjoined and Adobe/Resller is unable to do any of the preceding set forth in item (e) above, Adobe/Resller agrees to, upon notification of de-install of the licensed Products, refund to the government the unused License Term for the Products. The obligations of Adobe/Resller under this Section continue without time limit and survive the termination of this Agreement.
- f. Notwithstanding the above, Adobe/Resller shall have no obligation under this Section for:
  - i. modification of any licensed products provided by the government or a third party acting under the direction of the government;
  - ii. any material provided by the government to Adobe/Resller and incorporated into, or used to prepare the product;
  - iii. use of the Software after Adobe/Resller recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
  - iv. use of the licensed products in other than its specified operating environment;

- v. the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Adobe/Reseller as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Adobe/Reseller did not provide;
  - vi. infringement of a non- Adobe/Reseller product alone;
  - vii. the government's use of the licensed product beyond the scope contemplated by the Agreement; or
  - viii. the government's failure to use corrections or enhancements made available to the government by the Adobe/Reseller at no charge.
- g. The obligation to indemnify the government, under the terms of this Section, shall be the Adobe/Reseller's sole and exclusive obligation for the infringement or misappropriation of intellectual property. Adobe/Reseller's liability under this Section 5 shall be limited to the amount paid by Enrollee for the Products in the previous twelve (12) months.

## **17. Government Indemnification**

The government does not have the authority to and shall not indemnify any entity. This provision shall not be construed to limit the government's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. Notwithstanding, Customer acknowledges that Adobe/Reseller is not responsible for any liabilities, losses, damages, action or claims, including all costs and expenses associated therewith, including attorneys fees ("Losses") arising out of or related to Customer's use or distribution of the software, including use of a Certificate Authority, by Customer and its contractors, subcontractors and assigns.

## **18. Upgrades by Adobe**

- a. Adobe may make frequent planned upgrades and updates to the Software accessed by Enrollees under this Agreement. Adobe/Reseller will provide Enrollees with a minimum of 90 days advance written notification of all forced upgrades or updates. In cases where the upgrade or update requires upgraded or new hardware, Adobe/Reseller agrees to provide 120 days advance written notice to Enrollees. Enrollees are not obligated to accept software upgrades or updates especially if it requires hardware upgrades or purchase of new hardware.
- b. Adobe/Reseller will provide Enrollees with one year advance written notice of software end-of-life replacement. In such cases, Adobe/Reseller will provide new Software with the same capabilities used by Enrollees at the time of replacement at no additional cost to Enrollees. Enrollees may continue with the end-of-life software for the duration of the

DoD JELA and not be obligated to migrate to the new software during this period. Enrollees will have the option to utilize both the end-of-life software and the new software within their enterprise.

## **19. Adobe's Intellectual Property**

- a. Adobe owns or has the right to license the Products being sold or licensed under this JELA.
- b. Adobe represents that, as of the Effective Date, to the best of its knowledge, it either owns or has the right to license the Products to an Authorized Reseller who will extend license rights to Enrollees. In the event of a breach of this representation, Enrollee's sole remedy and Adobe's sole obligation is intellectual property indemnity as provided in this JELA.

## **20. Assignment/Transfer of the Joint Agreement**

In light of the unique and Eligible Organizations specific nature of this JELA, Enrollees acknowledge and agree that they may not assign this JELA to any other government or other entity without Adobe's prior written approval. Enrollees are not permitted to transfer any of the Product licenses purchased under this JELA to any government or other entity beyond the Enrollees.

## **21. Execution**

By placing a purchase order with Reseller for the Products in this JELA, Eligible Organization hereby accept the terms of the JELA, including all Schedules, Exhibits and/or Appendices incorporated or attached to this JELA and the Adobe Enterprise Licensing Terms.

## **22. Eligible Organization Engagement**

DISA/DITCO will name an overall program administrator who will be responsible for overall compliance and adjudication of issues across the Enterprise. Each Enrollee will also identify one administrator who will serve as the representative for their organization, and coordinate with the other administrators on issues that cannot be resolved at the Enrollee level or impact other Enrollees.

## **23. Grant of License Scope for Adobe Acrobat Professional**

Adobe grants the Enrollees of this Agreement the right to use Adobe Acrobat Professional on an unlimited number of users on an unlimited number of devices across the Enrollees. Usage of the Adobe Acrobat Professional product by military, civilian and contractor personnel is limited to official government business of the Enrollees.

## **24. Grant of License Scope for Adobe Experience Manager (AEM) Document Services and Adobe LiveCycle License**

Adobe grants the Enrollees of this contract the right to use the AEM Document Services and LiveCycle Software on an unlimited “Per-Recipient,” unlimited “Per Document,” and unlimited “Per CPU” basis. The Enrollees of this contract may author and derive an unlimited number of documents and send such documents to and extract information from an unlimited number of recipients, internal and external to the government, so long as such use is for official government business of the Enrollee.

## **25. Grant of License Scope for Creative Cloud**

- a. The Enrollee will have the authority to deploy licenses to 100% up to the quantity of Named Users procured during the term of the agreement. At the end of the agreement, the Enrollee may either discontinue use of the software, or revert back to previous owned perpetual licenses. However, given the complexities and potential mission impacts of migration the Enrollee will be entitled to a gradual reduction of deployed license over the 12 months after the end of the Period of Performance. During this period the Enrollee shall at a minimum comply with the following schedule: No later than the end of four months the Enrollee will reduce the number of installed instances by at least 25%, at the end of 8 months the Enrollee will reduce the number of instances to at least 50%, and will verify in writing that all subscription licenses have been removed no later than 12 months after termination. Enrollees are not obligated to report to Adobe/Reseller the disposition of perpetual licenses within the Enrollees.
- b. Named User means an eligible individual user who is given a unique identifier for logging in and using the licensed Products. Unique identifiers may not be shared. If an individual ceases to be an eligible user of the Enrollee during the Period of Performance, a different eligible user may be assigned a new unique identifier without being deemed an additional Named User under this Agreement. Enrollee shall have the option to purchase additional quantities at the same unit price as the initial order, prorated to the end of the Period of Performance subject to the terms of the Agreement. Named User licenses qualify for use across the Enrollee Organization, provided that: (i) a Named User license may be installed on not to exceed five (5) devices, (ii) only one eligible user per Named User license shall be permitted to access his or her allocated device; however, multiple Named Users may be provisioned with user accounts on the same physical hardware, where the allocated computer refers to the user profile, not the physical device, and shall not be shared between two or more Named Users, and (iii) such license shall not be used simultaneously by the Named User across his or her assigned devices.
- c. Enrollee shall have a license to deploy the Products shown in the table in paragraph 3 above, during the Term to the quantities of Named Users purchased. Enrollee shall ensure that all personnel within the Enterprise are aware of and comply with all the terms and conditions of this Agreement. The Government reserves the right to adjust

subscription license quantities based on validated requirements prior to exercise of subsequent options subject to negotiation between the Government and the Reseller.

## **26. Creative Suite at End of License Agreement**

This agreement in no way changes or modifies the terms of previously purchased Creative Suite perpetual licenses by the Enrollees. As an additional migration strategy for the potential risk of subscription licensing, upon termination of the agreement the Enrollee will be entitled to perpetual licenses of Creative Suite 6 Master collections for all Creative Cloud (Full) named users, and perpetual licenses for Creative Suite 6 point products for the total number of Creative Cloud (single) named users at the termination of the agreement. For example, if at the end of the agreement the Enrollee has 10,000 subscriptions to Creative Cloud (full), and 8,000 subscriptions to Creative Cloud (single), the Enrollee would be entitled to 10,000 perpetual Creative Suite 6 Master Collections licenses and 8,000 Creative Suite 6 single point products. The Enrollee will provide a list breaking out the quantities of single products within 90 days.

## **27. Existing Contracts**

All existing contracts for Adobe licenses and maintenance currently in effect will remain in effect until the end of their existing Period of Performance (PoP). Upon expiration of the PoP for contracts for Adobe licenses and maintenance currently in effect, all such Adobe licenses and maintenance will be subsumed by the JELA and shall be provided for under the JELA. The JELA team will not exercise options on any other Adobe licensing agreements.